

Terms & Conditions of Sale

Applicability

These terms and conditions apply to all sales affected by Aidacare Pty Ltd ("Aidacare") to the exclusion of any terms or conditions contained in any communication from the customer ("the Buyer"). Any variation or waiver of these terms and conditions must be in writing signed on behalf of Aidacare.

Offer

If this document contains or constitutes an offer, that offer remains open for acceptance for a period of thirty (30) days from this date or from the closing of tenders if applicable. Quotes provided by CASE technicians for scripted products are "original works" and, as such, are protected by copyright to Aidacare and may not be distributed without prior express written approval by Aidacare.

Goods Ex-Warehouse

Unless otherwise agreed in writing by Aidacare and buyer, all products will be sold "ex-works", Aidacare's warehouse or distribution centre. Freight charges for delivery to Buyer's premises will be added separately to the invoice for the goods. In the event that a Buyer chooses to use its own carrier, Aidacare shall be responsible for loading of the products on departure to Buyer's carrier. Delivery of products to buyer's carrier shall constitute delivery to the Buyer; thereafter all risk of loss or damage shall be Buyer's responsibility with claims submitted to Buyer's carrier.

Passing of Property and Risk

The title of goods shall not pass to the buyer until full invoice payment is received by Aidacare. The goods shall be held by the buyer as bailee, returnable on demand pending passing of title. Risk in the goods shall pass to the buyer upon delivery of the goods.

Purchase Orders

Buyer may order products and parts by facsimile, online, through email or other written communication except as provided below (each a "Purchase Order"), identifying the products or parts by number, quantity, purchase price, delivery address, requested date of shipment and any special shipping instructions. All Purchase Orders are subject to acceptance by Aidacare in its sole discretion. Any terms and conditions in any purchase order or rental agreement, which are inconsistent with, or are in addition to these terms, shall be null and void. Aidacare shall use reasonable efforts to timely fill orders accepted by Aidacare subject to availability, demand, inventory and other factors. On any Purchase Order accepted by Aidacare but not yet shipped, Aidacare shall use its reasonable efforts to accommodate Buyer's request for cancellation or alteration; provided that Aidacare may impose a reasonable material, labour, storage or cancellation charges.

Products & Pricing

Aidacare reserves the right to change without prior notice the source of any of its products. Aidacare further reserves the right to discontinue without prior notice any of its product and stock or replacement parts thereof. Aidacare may further change the prices of its products at any time and without prior notice unless otherwise agreed in writing by Aidacare to expressly provide prior notice to buyer. Aidacare will make reasonable effort to provide advanced notice when possible. Billing and payment shall be in Australian Dollars unless otherwise agreed in writing by the parties.

Inspection and Claims

Claims for shortages, errors in delivery or defects apparent on visual inspection must be made in writing to Aidacare within 48 hours after receipt of shipment. Buyer's failure to give timely notice of the same shall constitute unqualified acceptance of such shipment.

Terms & Conditions of Sale

Partial Shipments

Aidacare will attempt to combine multiple orders for a single shipment. However, Aidacare reserves the right to make delivery in instalments which will be separately invoiced and Buyer shall make payment for each instalment per invoice terms without regard to subsequent deliveries. Delay in delivery of any instalments shall not relieve buyer of its obligations to accept remaining deliveries.

Payment Terms

Buyer must pay for all products in accordance with the payment terms set forth on Aidacare's invoice unless otherwise agreed in writing by Aidacare. Payment terms are 30 days from invoice date for account holders only. For any other buyer the payment terms are COD. Any payment not made when due may accrue interest at the bank overdraft rates until paid in full. No invoice is to be adjusted or short paid without confirmation from an Aidacare staff member. Invoices should be paid in full (unless otherwise arranged). In the event Buyer fails to make a payment when due, the Buyer shall pay all reasonable costs of collection, including reasonable attorney's fees. If a payment is not made in accordance with the applicable payment terms, Aidacare may suspend all further deliveries, or require full or partial payment in cash, in advance, on new orders, otherwise known as "Credit Hold".

Insurance

Cover against loss or damage while goods are in transit to the buyer is covered under Aidacare's general open policy at no additional cost.

Time of Delivery

Although Aidacare will make every effort to adhere to any agreed time for delivery, it accepts no responsibility for any loss or damage resulting from any delay however caused.

Cancellation

Accepted orders can only be cancelled with the agreement of Aidacare with or without conditions.

Guarantee and Warranties

Aidacare distributes high quality goods that are generally backed by manufacturer's warranty. The extent of this warranty is documented by way of "Written Warranty Statement" provided by the manufacturer with the relevant products supplied to the buyer by Aidacare. If the condition of the product is such as it might or would (subject to these terms) entitle buyer to claim warranty, to reject or reverse purchase order, or to reject the product, Buyer shall first make written request to Aidacare to fulfil any applicable warranty obligations. To the extent a valid warranty obligation exists, as determined by Aidacare, Aidacare shall then be entitled to take corrective actions within a reasonable time in the manner it deems appropriate, including, but not limited to repair or replacement of the product or refund the price paid for the product. If Aidacare takes corrective action, then Aidacare shall not be liable for any loss or damage of any nature whatsoever arising from and after initial delivery of the product, or the performance of its warranty obligations.

For repair, service and preventative maintenance work performed by Aidacare, Aidacare warrants its work against defects caused by faulty workmanship or materials for twelve months from the date of service, and will repair or, where irreparable, replace the same at its expense. The warranty does not apply where any repairs or modifications are carried out otherwise than by Aidacare or an authorised agent. Buyer shall not extend to any end-user warranty terms which are different than Aidacare's standard warranty terms. Warranty details herein are in addition to your statutory rights that are applicable in your state of purchase. Except as above, all warranties and conditions, whether expressed or implied, as to the goods and their fitness for any purpose are excluded.



Terms & Conditions of Sale

Proper Law:

This contract and its performance and discharge are governed by the laws of Australia.

Returns and Requests for Credits

All goods for return must be sent at the buyer's expense within 7 working days back to Aidacare unless otherwise arranged. Products may be returned to Aidacare only with prior verbal or written permission from an authorised representative of Aidacare. All approved Returns must be shipped at Buyer's cost and must be properly packaged and include a copy of the original invoice as instructed by Aidacare. Product returns which are not Approved Returns, or not otherwise consistent with the Aidacare Return Policy will not be accepted by Aidacare and may not be suitable for credit/return. Items returned without fault or prior notice may be subject to a 20% restocking fee. Items of an electrical or electro-mechanical nature are not returnable unless otherwise faulty on receipt of such goods. Non-stock items or custom made or modified items specifically ordered in are not returnable under any circumstances.

The company does not give cash refunds. All refunds are either by Cheque, Eft, or onto a Credit Card.

Indemnity

Buyer agrees to indemnify, defend and hold Aidacare and its parent, subsidiary or affiliated companies (and "Affiliates"), shareholders, directors, officers, employees, agents and assignees harmless from and against any expenses incurred by or claims made against Aidacare arising out of any negligent actions of the Buyer.

'We care for your care'